

1 **Rule 14-1108. Relief granted by award; accord and satisfaction application to**
2 **court; confidentiality; enforceability of award; claims of malpractice.**

3 (a) If the award determines that the attorney-lawyer is not entitled to any portion of the
4 disputed fee, service of a copy of such award on the attorneylawyer:

5 (a)(1) terminates all claims and interests of the attorney-lawyer against the client with
6 respect to the subject matter of the arbitration;

7 (a)(2) terminates all right of the attorney-lawyer to retain possession of any documents,
8 records or other properties of the client pertaining to the subject matter of the arbitration
9 then held under claim of the attorney's-lawyer's lien or for other reasons; and

10 (a)(3) terminates all right of the attorney-lawyer to oppose the substitution of one or
11 more other attorneys-lawyers designated by the client in any pending litigation
12 pertaining to the subject matter of the arbitration.

13 (b) If the award determines that the attorney-lawyer is entitled to some portion of his or
14 her fee, the award ~~shall~~will state the amount to which he or she is entitled and payment
15 of this amount shall:

16 (b)(1) constitute a complete accord and satisfaction of all claims of the attorney-lawyer
17 against the client with respect to the subject matter of the arbitration;

18 (b)(2) terminate all right of the attorney-lawyer to retain possession of any documents,
19 records or other properties of the client pertaining to the subject matter of the arbitration
20 then held under claim of attorney's-lawyer's lien or for other reasons; and

21 (b)(3) terminate all right of the attorney-lawyer to oppose the substitution of one or more
22 other attorneys-lawyers designated by the client in place of the attorney-lawyer in any
23 pending litigation pertaining to the subject matter of the arbitration.

24 (c) Confidentiality. All documents, records, files, proceedings and hearings pertaining to
25 the arbitration of a fee dispute under these rules shall not be open to the public or to a
26 person not involved in the dispute.

27 (d) If both parties have signed a binding agreement to arbitrate any award rendered in

28 such case may be enforced by any court of competent jurisdiction in the manner
29 provided in the Utah Uniform Arbitration Act without further assistance by the Bar.

30 (e) Claims of malpractice. A decision rendered by the panel regarding a disputed fee
31 generated by the ~~attorney~~lawyer/client relationship ~~shall~~will not bar any claim the client
32 may have against the ~~attorney~~lawyer for malpractice by the ~~attorney~~lawyer in the
33 course of the ~~attorney~~lawyer/client relationship.

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